

1 **Mike K. Nakagawa, Esq. (SB#95760)**  
2 **NAKAGAWA & RICO**  
3 **A Professional Association**  
2151 River Plaza Drive, Suite 195  
4 Sacramento, California 95833  
Telephone: (916) 923-2800  
Facsimile: (916) 923-2828

5 Attorneys for Defendants  
Vista Property Development, Inc.,  
6 Blue Ridge Properties, LLC,  
and James Burke & Company  
7

8  
9 **UNITED STATES DISTRICT COURT**  
10 **EASTERN DISTRICT OF CALIFORNIA**  
(Sacramento Division)

11 In re: Bankruptcy Case 02-21699-B-7

12 TRUCK-A-WAY,

13 Debtor.  
14 \_\_\_\_\_/

15 MICHAEL P. DACQUISTO,

**CIV S-03-0112-FCD**

16 Plaintiff,

17 v.

**STIPULATION FOR RELEASE OF  
BLUE RIDGE FUNDS AND ORDER  
THEREON**

18 LINDA M. BURKE, ET AL.,

19 Defendants.  
20 \_\_\_\_\_/

21 Plaintiff Michael P. Dacquisto (hereafter "the Trustee") and Defendant Blue Ridge  
22 Properties, LLC (hereafter "Blue Ridge"), by and through their respective counsel, hereby agree  
23 and stipulate as follows:

24 1. All the parties set forth above, and others, have entered into a global settlement  
25 which includes the above-captioned action.

26 2. Said global settlement has been approved by the bankruptcy court with jurisdiction  
27 over the pending bankruptcy cases of Truck-A-Way (Case No. 02-21699) and James D. Burke  
(Case No. 02-26749), by means of orders entered March 10, 2005, which currently are on appeal.

28 ///

1           3.       The global settlement requires the payment of \$350,000.00 to the Truck-A-Way  
2 Trustee by wire transfer from funds maintained by Blue Ridge in A.G. Edwards Account No. 331-  
3 334960 (hereafter "AGE Account"). Said funds (and other assets in the AGE Account) have been  
4 frozen by means of an injunction issued by this Court on April 8, 2004 (hereafter "April 8<sup>th</sup>  
5 Injunction") and by a writ of attachment issued in this action when it was pending in the  
6 bankruptcy court.

7           4.       Under a separate Claims Purchase, Assignment and Release Agreement, (hereafter  
8 "Claims Assignment Agreement") to which the Truck-A-Way Trustee is not a party, James D.  
9 Burke or an entity owned or controlled by him is also required to pay \$80,000.00 to City National  
10 Bank from the AGE Account.

11           5.       In accordance with the global settlement, Blue Ridge hereby authorizes the transfer  
12 of \$350,000.00 by wire transfer to the Truck-A-Way Trustee from the funds in the AGE Account.

13           6.       In accordance with the separate Claims Assignment Agreement, Blue Ridge hereby  
14 authorizes the transfer of \$80,000.00 by wire transfer to City National Bank from the funds in the  
15 AGE Account.

16           7.       Upon payment of the \$350,000.00 to the Truck-A-Way Trustee, and \$80,000.00 to  
17 City National Bank, the balance of all funds remaining in the AGE Account shall be released to  
18 Blue Ridge, free and clear of any interests of the Truck-A-Way Trustee, City National Bank and  
19 any other party to the global settlement or the Claims Assignment Agreement, including any  
20 interests arising as a result of attachments or judicial restraints. The release of the balance of the  
21 funds in the AGE Account shall be effective upon the termination of the April 8<sup>th</sup> Injunction, as  
22 provided in the separate Stipulation for Termination of Injunctions and Turnover of Property, and  
23 Order Thereon, submitted herewith.

24           8.       The parties to this Stipulation agree that the April 8<sup>th</sup> Injunction and any other  
25 judicial restraints, including attachments, are lifted with respect to the AGE Account to permit the  
26 payments provided under Paragraphs 3 through 7, above.

27           9.       After payment of all funds due under the global settlement to the Trustee, the parties  
28 shall submit a stipulation for dismissal of the within case.

1           10.     This Stipulation may be signed by facsimile in counterparts and the parties agree  
2 that the fully executed Stipulation may be submitted to the Court for approval without further  
3 notice.

4 **IT IS SO STIPULATED.**

5  
6 Dated: \_\_\_\_\_, 2005

\_\_\_\_\_  
Michael P. Dacquisto, Chapter 7  
Trustee for the Truck-A-Way Estate

8  
9 Dated: \_\_\_\_\_, 2005

Blue Ridge Properties, LLC

10  
11 By

\_\_\_\_\_  
James D. Burke

12  
13 **APPROVED AS TO FORM:**

14  
15 **Stevens & O'Connell, LLP**

16  
17 Dated: \_\_\_\_\_, 2005

By \_\_\_\_\_  
Craig C. Allison, Esq.  
Attorneys for Michael P. Dacquisto,  
Chapter 7 Trustee for Truck-A-Way

18  
19  
20 **Nakagawa & Rico**  
21 **A Professional Association**

22  
23 Dated: \_\_\_\_\_, 2005

By \_\_\_\_\_  
Mike K. Nakagawa, Esq.  
Attorneys for Vista Property Development,  
Blue Ridge Properties, LLC, and James Burke  
& Company

**ORDER**

The above stipulation is hereby approved.

Dated: June 20, 2005

/s/ Frank C. Damrell Jr.  
Honorable Frank C. Damrell, Jr.  
United States District Judge